

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES
SEPTEMBER 27, 2012**

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Robert E. Goggin, IV, Secretary
Alanna Mersinger, Commissioner
Mercedes Santana-Woodall, Commissioner
Thomas Good, Commissioner

Kevin M. Hart, District Director
Douglas R. Bell, Legal Counsel
Reina Muniz, Recording Secretary
Freddie Fisikelli, Council Member, SWR
General Public: See Attached List

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Meeting called to order at 8:10 A.M., followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the August 30th, 2012, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and was carried unanimously.

Commissioner Minnaugh moved for approval of the minutes of the September 13th, 2012, South Broward Drainage District Board of Commissioners Public Workshop meeting. Motion was seconded by Commissioner Santana-Woodall and was carried unanimously.

04. DIRECTOR'S REPORT

A. VARIANCE REQUEST FOR MR. RAFAEL DEL CARPIO, SILVER LAKES, MIRAMAR, FL

District Director Hart stated that Mr. Rafael Del Carpio, owner of the property located at 1861 S.W. 176th Avenue, Miramar, FL which is located within Phase III of the Silver Lakes Community, is requesting a variance from SBDD for an existing wood deck/dock located within a SBDD 20-Foot Lake Maintenance Easement (LME). The deck/dock was constructed prior to the date that Mr. & Mrs. Del Carpio purchased the property in 2008, and as it is currently constructed, it does not meet SBDD criteria. Mr. Del Carpio met with the Variance Review Committee (VRC) and the details of the variance as discussed at the VRC are as follows:

1. For this property, SBDD Criteria allows a maximum size dock of 200 square feet, but no more than 20 feet in length (sf); and a maximum size deck of 201 sf.
2. The size of the deck on the Del Carpio property is 255 sf which exceeds SBDD criteria by 54 sf (27%) and the dock is 38.5' in length, which exceeds the maximum length permitted by 18.5' (92.5%).
3. The Silver Lakes Community Association has conditionally approved the deck/dock.
4. All electrical elements within the SBDD easement area will be removed.
5. Mr. Del Carpio is proposing to remove 8 feet of the deck/dock, which will decrease the length of the dock from 38.5' to 30.5'. This will reduce the variant on the length to 10.5' (52.5%).
6. The size of the deck will become 221 sf, which will reduce the variant to 20 sf (10%).
7. Based on aerial photos from the Broward County Property Appraiser's web page, the deck/dock was constructed sometime in or around 2003.
8. Mr. & Mrs. Del Carpio purchased the home in September, 2008.
9. Mr. & Mrs. Del Carpio are agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to exceed the maximum size for a deck by 20 sf and to exceed the maximum length for a dock by 10.5 feet. If the variance is approved, the homeowner will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal fees.

In discussion, Commissioner Minnaugh asked Mr. Del Carpio several questions regarding the construction of the dock. Mr. Del Carpio answered Commissioner Minnaugh's questions and commented that the dock has been maintained every two years and that the electrical lights on the deck/dock will be removed.

Commissioner Mersinger said that she does not see why the homeowner should be held responsible for any issues regarding the deck/dock due to the fact that when the homeowner purchased the house, thinking everything was okay, they were not told by the title company that there were any issues on the property.

Commissioner Goggin expressed his concerns regarding erosion under the deck/dock. He said that the deck/dock is a concern to him because there is no way to determine if there are any erosion problems, due to the fact that the deck/dock is covering the edge of the easement from end-to-end. He said that the deck/dock has been in place for a number of years, and due to the number of years it has been there, the deterioration may be accelerating. District Director Hart said that if there were erosion problems or acceleration, he would expect there to be some indication behind the dock showing settlement or possible sink holes where the soil may be escaping. He said that the homeowners do have it completely sodded, which acts as an erosion protection system behind the dock. He said that when the staff went out to do their visual, there were no apparent issues, and there were no obvious concerns with erosion.

Chair Hodges had concerns regarding the fence. Commissioner Minnaugh asked Mr. Del Carpio if the fence was made of wood. Mr. Del Carpio replied yes. She explained to Mr. Del Carpio that wooden fences are not allowed in the lake maintenance easement. Commissioner Minnaugh also mentioned that the fence looks as if it is attached to the deck. Chair Hodges commented that the neighbor's fence seems to follow the same condition.

District Director Hart said that he does not know for sure whether the neighbor's deck extends the full length of the easement. He explained to the Board that the Del Carpio property is one of the properties where the owners were notified by the District that they had a non-conforming deck; and that the property owner has come to South Broward Drainage District to address the issue and properly permit it. He cannot speak definitively as to whether the neighbor was notified and did not follow through on any corrective action. In this case, the homeowner did come into the District on their own initiative to try to get a proper permit; and the District discussed some things that can be done in order to achieve that.

Chair Hodges commented that this issue should be reviewed, because the Board should not just focus on this particular property, if the same condition applies to the neighbor's property.

The Board agreed with Chair Hodges and suggested that the District send the staff out to get a second look at the adjoining properties.

Commissioner Mersinger reiterated that she finds it very difficult to hold someone responsible who has acted in good faith and now they are the ones that have to go through all the expense. Commissioner Goggin commented that until the homeowners start going after the title companies, the title companies are going to continue in not properly informing the homeowners on issues regarding the property.

Vice Chair Ryan said that he is in favor of reducing the size of the deck and for the electrical to be taken out, but that the fence is a problem. Chair Hodges mentioned that an engineering report was not included in the documents, which is one of the requirements of a Variance for a deck/dock.

Commissioner Good said that the only thing he has concerns on is the perpetuity of a variance once it has been approved. District Director Hart explained that with the variance approval, the homeowner will have to enter into an Agreement. He said that the Agreement will state what non-conforming items will need to be removed prior to the sale of the property, and that the Board would determine what those items are. Once the owner decides to sell the property, he/she will need to have those items removed. Commissioner Good asked District Director Hart, what if the homeowner decides to retire in that home, and because of the material the deck/dock is constructed with or the deterioration carried to a point where it was not maintained, what rights does the District have when the dock is in a state of disrepair or when it becomes a hazard? District Director Hart explained that the Agreement also provides a clause for the District to do maintenance within the easement at the expense to the homeowner. He said that the

Agreement also states that the homeowner is not permitted, through the Variance, to reconstruct the non-conforming portion of the deck/dock. It is not stated that the size of the deck/dock that gets approved under a variance is allowed to remain in perpetuity and be replaced; it is only for the time that the improvement is in place. He then deferred to Attorney Bell for further explanation on the District's rights regarding this matter.

Attorney Bell explained that if the deck/dock becomes in disrepair or a hazard, the District has the right to notify the property owner and to go onto the property and repair it or remove it, depending on the situation at that point in time. But also, for example, if another hurricane came and destroyed it, the homeowner cannot go ahead and replace it without going to the District for permission. This applies even if the deck/dock is in conformance. District Director Hart added that even for permanent improvements, homeowners need to enter into an Agreement with the District, which they do. These agreements specifically explain the homeowner's responsibilities and the District's rights to enter onto their property to do maintenance and/or removal.

Given that Mr. Del Carpio needs to provide an engineering report, it was suggested that Mr. Del Carpio's variance request be tabled for further discussion until the next Board meeting which will be held on October 25th.

Commissioner Good suggested that staff recommendations be placed on future memos attached to variance requests.

Commissioner Santana-Woodall requested better pictures to confirm whether the railing is attached to the deck or is a fence.

Vice Chair Ryan motioned to table the variance request for further discussion to next month's Board Meeting. Motion was seconded by Commissioner Minnaugh and was carried unanimously.

B. 2ND AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN SOUTH BROWARD DRAINAGE DISTRICT (SBDD), SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), TOWN OF SOUTHWEST RANCHES AND FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS)

SBDD, SFWMD, FDACS, and the Town of Southwest Ranches, signed a Memorandum of Agreement (M.O.A.) two years ago for the improvements to the S-9/S-10 basin. The improvements are part of a pilot project documented under this M.O.A. between the four parties. On September of last year, the M.O.A. was extended through November of this year. The District is requesting a 2nd Amendment to extend the program for one additional year. The goal in the upcoming year is to submit an application to modify the S-9/S-10 permit to incorporate this as a permanent improvement, and to cover the operation of the intermediate structures under the permit, and to not have to continue returning before the Board for an extension to the M.O.A.

District Director Hart updated the Board on the status of the pilot project. He said that from a drainage standpoint, the District has received positive feedback from the residents in the Town of SWR. The residents have indicated that they have noticed a significant

difference and improvement in the drainage and the amount of time that it takes for the standing water to dissipate from the fields and the side-yards; which was an objective of the pilot project. He said that from a water quality standpoint, the District is also seeing that the goals are being met. He mentioned the BMP program for the nurseries in the Southwest Ranches area. The program is doing well and is successful to date. The District is continuing to do their water quality testing and he hopes that with the continued implementation of the BMPs, the District will continue to see improvements.

Councilman Fisikelli confirmed the District Director's remarks and said that he has also received positive feedback from the residents. He thanked the Board and hopes they can continue working together in the future.

Commissioner Minnaugh moved for approval of the 2nd Amendment to the Memorandum Of Agreement between South Broward Drainage District, South Florida Water Management District, Town Of Southwest Ranches and Florida Department Of Agriculture And Consumer Services. Motion was seconded by Commissioner Goggin.

Vice Chair Ryan asked District Director Hart if there was any financial impact on the District to implement this Amendment. District Director Hart replied no; the District is participating in the BMP program on their own initiative.

The question was called and the motion was carried unanimously.

C. PURCHASE OF MECHANIC'S TRUCK

This is a request for approval to purchase a mechanic's truck to replace the District's existing mechanic's truck, which is the District's oldest vehicle in the fleet. It is a 1996 diesel truck with over 136,000 miles on it.

This request is to purchase a new mechanic's truck through the Florida Sheriff's Bid List. SBDD did some cross-checking and research on other options for purchasing this item to confirm that this was the most economical option and was less expensive than going directly through a dealer. District Director Hart said that he confirmed with Attorney Bell that the District would not have to go through public advertisement if they were to purchase the new vehicle through the Florida Sheriff's contract.

The price to purchase a new mechanics truck through the Florida Sheriff's Association Contract is \$26,034.00.

The District Director is requesting approval to purchase a 2012 Ford F-350 REG CAB CC 4x2 truck from Alan Jay Automotive Network under the Florida Sheriff's Association Contract in the amount of \$26,034.00. This will be funded through the SBDD General Operating Account as part of the 2011-2012 budget.

Commissioner Minnaugh moved for approval of the purchase of the mechanic's truck. Motion was seconded by Commissioner Goggin.

Commissioner Good asked if there was any intention to add things to the truck? District Director Hart replied yes. Commissioner Good said that although he is not opposing the

request, he asked District Director Hart why not purchase the truck fully equipped and add value to the truck, rather than purchase the vehicle and add additional items later; so that when the purchase of the vehicle is approved, it is approved as fully outfitted. District Director Hart replied the District will use as much of what already exist on the current truck and transfer it over to the new truck, based on the recommendation of the staff. Commissioner Good said that whatever it will cost for that vehicle to be put into the service is the replacement cost of the vehicle, and should be noted on future requests.

Commissioner Goggin commented that the City of Pembroke Pines has been purchasing F-350 trucks and he has seen where the staff has purchased items and parts to bring these trucks up to speed according to what each person needs. He further clarified that when a truck is purchased they only come with standard outfitted parts, and other parts do not come with pre-ordered items. District Director Hart agreed with Commissioner Goggin and said that staff would like to customize the truck as much as possible on their own, but as far as the comments by Commissioner Good, he still thinks the District can provide the total replacement cost. Commissioner Goggin asked what protocol is being followed when purchasing a vehicle for the District. District Director Hart replied that they were following the procurement procedures under state statutes and the District Charter.

The question was called and the motion was carried unanimously.

At this point, Vice Chair Ryan moved to adjourn the regular Board meeting and convene the Final Public Hearing on the Budget. Commissioner Good seconded the motion.

05. CONVENED PUBLIC HEARING AT 9:05 A.M. FOR ADOPTION OF THE PROPOSED TAXES AND ASSESSMENT RATES AND BUDGET FOR FISCAL YEAR 2012-2013

DISTRICT CHAIRPERSON PRESENTED THE FOLLOWING:

- (A) The name of the taxing District is South Broward Drainage District.
- (B) The proposed taxes and assessment rates for fiscal year 2012-2013 are attached as Exhibit "A" to District Resolution No. 2012-13.
- (C) The proposed budget for fiscal year 2011-2012 is attached as Exhibit "A" to the District Resolution No. 2012-14.

District Director Hart stated that the proposed final budget for fiscal year 2012-2013 is being presented as \$3,522,628.00. He stated that it is consistent with the budget discussed at the Board's last Public Hearing with one exception. He said that an updated report from the County on the non-advalorem tax roll was received, and there was a slight adjustment made. The difference was accounted for on line item #1408; therefore, the total revenue and expenses remain at \$3,522,627.87, as discussed at previous budget hearings. Revenue has increased from last fiscal year, but the increase is due to the funding that was received in the current fiscal year for the Basin-3 drainage improvements. Once that is removed, the revenue is actually down from the previous year by approximately 4%. The District is not recommending any increases to the current assessment rates. The District's recommendation is to maintain the current assessment rates and to operate under the

budget as proposed. There were no comments from the Board of Commissioners.

The District Chairperson opened the public hearing. There were no comments from the public.

The District Chairperson closed public discussion.

Commissioner Minnaugh moved for approval of Resolution 2012-13 as presented; which approves and adopts proposed taxes and assessment rates for fiscal year 2012/13. Motion was seconded by Commissioner Goggin and was carried unanimously.

Commissioner Minnaugh moved for approval of Resolution 2012-14, which approves and adopts proposed budget for fiscal year 2012/13. Motion was seconded by Commissioner Goggin and was carried unanimously.

The Public Hearing was adjourned and the Regular SBDD Board Meeting was reconvened.

D. UPDATE ON GRAND PALMS LAWSUIT AND SETTLEMENT AGREEMENT

District Director Hart reported that all parties have signed-off on the Settlement Agreement and it is currently being circulated to all parties for signature. Attorney Bell is moving forward to set up a time with the courts to present the settlement agreement. The District is now beginning to prepare the engineering plans for the installation of the new culvert. The next item for the Board to consider will be after the District receives bids on the work; that will probably not be until early next year.

06. ATTORNEY'S REPORT:

DISCUSSION AND/OR ACTION ON UPCOMING COMMISSION ZONE 2 VACANCY

Attorney Bell said that the District was going to have a vacancy in the Zone 2 Commission seat as of November 7, 2012 and commenced to recite Section 10, Sub-paragraph 11, of the SBDD Charter. He suggested that the Board can advertise or can make a motion to appoint someone to that Commission seat for the rest of the term, and have it effective as of November 7, where at that time, Attorney Bell will swear that person in on or about November 7, so that there will be no gap.

Commissioner Santana-Woodall moved to appoint Commissioner Alanna Mersinger to fill the unexpired term of the Zone 2 commission seat. Motion was seconded by Commissioner Minnaugh and was carried unanimously.

Attorney Bell mentioned that he received a memo from FASD's Attorney indicating that most all special district legislation is on pause. District Director Hart said that there is an executive order that was issued this year by the Governor's Office to review all Special Districts in the state of Florida. He indicated that they have started that process, but he has not been contacted yet, and that he understands they have begun with the Mosquito Control Districts and will then go to the Fire Districts. Commissioner Mersinger commented that

she does not see this as being a priority at this time, and will most likely take a back seat.

07. APPROVAL OF LEGAL FEES

Commissioner Goggin moved for approval of the legal bills. Motion was seconded by Commissioner Mersinger and it was carried unanimously.

08. BOARD MEMBER'S QUESTIONS/COMMENTS

Vice Chair Ryan suggested that District Director Hart present the Board with a financial impact statement, attached to any items brought before the Commission. District Director Hart agreed.

09. OTHER

Commissioner Good had an inquiry regarding the Florida Turnpike Authority (this is now known as Florida's Turnpike Enterprise or "FTE"). He asked if when the Turnpike Authority performs their PD&E, or expansion projects, etc., do they inform SBDD?

District Director Hart replied that with FDOT the answer is yes; and that the District is trying to work on a plan, and to work together with the Turnpike Authority on this matter. He said that he has not been contacted by the FTE regarding work that is being done in the City of Miramar, but that an engineering firm has contacted him. District Director Hart said that he will be discussing with the FTE some drainage issues and will find out what their position is as far as permitting and notifying SBDD. He has been thinking about how best to move forward on that, and may share with them the M.O.A. that SBDD has with FDOT. He hopes that their position will be to obtain permits from SBDD, or at least to follow the same guidelines of the M.O.A. with FDOT.

Commissioner Good asked District Director Hart if the FTE discharges their waters into the SBDD drainage system? District Director Hart replied yes. Commissioner Good then commented that over the years as FTE has expanded the roadways, they have increased their need for drainage capacity, and have been increasing discharges from their existing system which then discharges into the District's system. He asked if they have an obligation to conform to SBDD's criteria, if they are increasing the volume of discharge into the District's system? District Director Hart replied that in his opinion, "yes". He said that this is the basis of the agreement with FDOT. He said that if they increase discharge into the District's system, then they must obtain a permit.

Commissioner Good is of the opinion that this should probably be taken to a higher level of authority. He believes that a formal request should be made that if FTE is not required to provide SBDD with a permit, etc., and are exempt of any oversight, that it should be taken to the state or to the Federal Government because they are adversely impacting the District's drainage capacity, and the District may not be prepared for it, or may not have made any modifications to the system in order to handle the extra volume of discharge entering into the system.

District Director Hart commented that when SBDD had issues with FDOT, SBDD met with FDOT where they discussed the issues and an agreement was implemented which settled these problems. He said he would like to reach out and have a meeting with FTE in the same manner, and discuss what their position is. He would then like to present it to the Board for direction to the staff and the Attorney. Another option, is that a notice can be filed by SBDD on the permit; because there are laws and statutes that regulate what takes place if one files a petition on a permit. This option can place the project on hold until certain processes are completed.

Commissioner Good commented that the District should not be subject to that kind of difficulty. He suggested that this should be forwarded to the State Legislation to become a state statute so that FTE will be required to obtain a permit, just like they have to do with SFWMD, when they discharge into their waters; whether it's SBDD or any other drainage district where they discharge into.

Commissioner Minnaugh suggested that the Board give District Director Hart direction to follow the same path as was initiated with FDOT to try to resolve these issues in a cooperative manner. The Board agreed.

Finally, Commissioner Good commented that the FDOT District 4, District 6, etc., will sometimes do projects that will impact the SBDD, and the District knows nothing about them. He said that all he is suggesting is for a safety net to be in place to help the District, or some other mechanism to be in place requiring an entity to request permission from SBDD.

On another matter, Attorney Bell said that in the previous motion regarding the vacancy to Zone 2 commission seat, Commissioner Mersinger should have declared that she had a conflict before the vote was taken.

Commissioner Minnaugh made a motion to rescind the vote to appoint Commissioner Alanna Mersinger to fill the unexpired term of the Zone 2 commission seat. Commissioner Good seconded the motion.

Commissioner Mersinger said that she has a conflict on the motion and will not be voting on this item.

The question was called and it was carried unanimously.

Commissioner Santana-Woodall then moved to appoint Commissioner Alanna Mersinger to fill the unexpired term of the Zone 2 vacancy commission seat. Motion was seconded by Commissioner Minnaugh.

Commissioner Mersinger said that she has a conflict on the motion and will not be voting on this item. Attorney Bell asked Commissioner Mersinger what her conflict was and she stated that she is Alanna Mersinger. The question was called and it was carried unanimously.

Commissioner Mersinger was informed by Attorney Bell that she will need to complete the required forms regarding the conflicts, which are attached to these minutes.

10. MEETING DATE(S)

A. The Next Regular Board Meeting will be held on Thursday, October 25th at 8:00 a.m.

Adjournment at 9:40 A.M.

Respectfully submitted,

Robert E. Goggin IV, Secretary
South Broward Drainage District

/rim

MEMORANDUM

DATE: October 18, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Variance Request for Property Owned by Yadira and Rafael Del Carpio

Comments:

This item was tabled at the September Board meeting and involves a request by the owners of the property located at 1861 SW 176th Avenue, Miramar, FL 33029 for a variance from SBDD for an existing wood deck/dock located within a SBDD 20-Foot Lake Maintenance Easement (LME).

It is recommended that this item be tabled until such time as the owners provide additional documentation as requested by the Board at the September Board meeting.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs.

KH
Attachments

MEMORANDUM

Tabbed

DATE: September 20, 2012

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Variance Request for Property Owned by Yadira and Rafael Del Carpio

Comments:

The owner of the property located at 1861 SW 176th Avenue, Miramar, FL 33029 is requesting a variance from SBDD for an existing wood deck/dock located within a SBDD 20-Foot Lake Maintenance Easement (LME). The deck/dock was constructed prior to the date that Mr. & Mrs. Del Carpio purchased the property in 2008, and does not meet SBDD criteria. The property is located within Phase III of Silver Lakes.

Mr. Del Carpio met with the Variance Review Committee (VRC) on August 21, 2012 and as a follow-up to that meeting the variance request is being presented to the SBDD Board for consideration.

The details of the variance as discussed at the VRC are as follows:

1. For this property, SBDD Criteria allows a maximum size dock of 200 square feet, but no more than 20 feet in length (sf); and a maximum size deck of 201 sf.
2. The size of the deck on the Del Carpio property is 255 sf which exceeds SBDD criteria by 54 sf (27%) and the dock is 38.5' in length, which exceeds the maximum length permitted by 18.5' (92.5%).
3. The SilverLakes Community Association has conditionally approved the deck/dock.
4. All electrical elements within the SBDD easement area will be removed.
5. Mr. Del Carpio is proposing to remove 8 feet of the deck/dock, which will decrease the length of the dock from 38.5' to 30.5'. This will reduce the variant on the length to 10.5' (52.5%).
6. The size of the deck will become 221 sf, which will reduce the variant to 20 sf (10%).
7. Based on aerial photos from the Broward County Property Appraiser's web page, the deck/dock was constructed sometime in or around 2003.
8. Mr. & Mrs. Del Carpio purchased the home in September, 2008.
9. Mr. & Mrs. Del Carpio are agreeable to entering into an Indemnification and Hold Harmless Agreement with SBDD.

The requested variance is to exceed the maximum size for a deck by 20 sf and to exceed the maximum length for a dock by 10.5 feet. If the variance is approved, the homeowner will be required to enter into an Indemnification and Hold Harmless Agreement with SBDD and pay for all associated legal fees.

KH
Attachments

MEMORANDUM

DATE: October 18, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD 5-Year Capital Improvement Plan

Comments:

Attached for the Board's review and approval is the proposed 5-Year Capital Improvement Plan (CIP). The CIP includes priorities for capital expenditures for fiscal year 2012/2013 and each subsequent year through 2016/2017. Also attached is the approved CIP from May 2012.

SBDD completed four CIP projects in 2011/2012 and two additional CIP projects are currently under construction. The total cost of these six CIP projects is \$373,598. Two other projects from 2011/2012 are being carried forward to 2012/2013.

The total budget for the proposed 5-year CIP is \$2,938,837, which includes \$312,337 of outstanding payments from last year's CIP. The CIP includes a variety of important and necessary capital improvements, including pump station upgrades, culvert repairs/replacements, telemetry upgrades, canal improvements/dredging, miscellaneous drainage improvements, equipment upgrades, and building upgrades. The current balance in the CIP reserve account is \$1,303,994, which is sufficient to fund the proposed CIP through fiscal year 2013/2014. Additional funding will be required beyond fiscal year 2013/2014.

The proposed CIP does not account for any outside funding from grants or other revenue sources. The District will continue to pursue available grants and outside funding opportunities for the CIP.

Financial impacts to this agenda item: approval of this agenda item will establish the 5-year budget for capital improvement projects for the District, and will establish priorities for CIP projects for the current fiscal year. Any individual CIP contract will require separate approval by the Board of Commissioners.

This is to request approval of the SBDD 5-Year Capital Improvement Plan.

KH
Attachment

SOUTH BROWARD DRAINAGE DISTRICT
CAPITAL IMPROVEMENT PROJECTS
October 18, 2012

| Fiscal Year | Priority | Project | Cost | Notes |
|--------------------|----------|---|--------------------|---|
| 2011/2012 | 1 | Rebuild 2 Water Lubrication Pumps (S-8 & S-2 Pump Stations) | \$25,965 | Complete |
| | 2 | Upgrade Station Control Panels at S-8 & S-3 Pump Stations | \$115,986 | 100% Complete - Awaiting Payment |
| | 3 | Upgrade 2 Pumps to Water Cooled. | \$30,544 | Complete |
| | 4 | B-3 Pump Station Demolition & New Culvert Installation | \$152,029 | 60% Complete |
| | 5 | Drainage Improvements - West of SW 195th Ave, North of Pembroke Rd | \$80,000 | Remove |
| | 6 | Drainage Improvements in SWR - SW 210th Terrace/SW 195th Lane Culvert Extension | \$100,000 | SW 210th Terr - Completed Under G/O Account |
| | 7 | Install Sluice Gate & Modify Trash Rack at S-7 Pump Station | \$85,000 | Carry Forward |
| | 8 | Site Lighting & Electrical Upgrades at SBDD Headquarters | \$53,282 | 80% Complete |
| | 9 | Culvert Repairs for Hollybrook Outfall Culvert (Quincy Park) | \$80,000 | Carry Forward |
| | | Remaining Payments Under 2011-2012 CIP | \$321,337 | |
| 2012/2013 | 1 | Upgrade 2 Pumps to Water Cooled. | \$30,000 | |
| | 2 | Rebuild Gear Heads at S-7 Pump station | \$65,000 | |
| | 3 | Install Sluice Gate & Modify Trash Rack at S-7 Pump Station | \$85,000 | |
| | 4 | Culvert Repairs for Hollybrook Outfall Culvert (Quincy Park) | \$80,000 | |
| | 5 | Drainage Improvements in SWR - SW 205th Ave Culvert Ext; SW 170th Ave; Dykes Rd Outfall | \$85,000 | |
| | 6 | Install Pipe Liner at Johnson St & Palm Ave Culvert (84" CMP) | \$75,000 | Possible Cost Share with Pembroke Pines |
| | 7 | Culvert Replacement in Basin 10 - Rose Price Park Culvert | \$125,000 | |
| | 8 | Grand Palms Improvements | \$25,500 | |
| | 9 | Upgrade Telemetry System & Install Cameras at Pump Stations | \$60,000 | |
| | | Total | \$630,500 | |
| 2013/2014 | 1 | Upgrade 2 Pumps to Water Cooled. | \$30,000 | |
| | 2 | Rebuild Gear Heads at S-2 Pump station | \$45,000 | |
| | 3 | Install New Roof at Office Building and Maintenance Bldg | \$90,000 | |
| | 4 | Replace Truss Roof at S-3 Pump Station | \$100,000 | |
| | 5 | Excavate Primary/Secondary Canals in Basin 1 | \$150,000 | |
| | 6 | Culvert Replacements in Basin 8 - SW 54th Place/SW 164th Terr; SW 178th Ave | \$85,000 | Requires Easments |
| | | Total | \$500,000 | |
| 2014/2015 | 1 | Upgrade 2 Pumps to Water Cooled. | \$30,000 | |
| | 2 | Rebuild Gear Heads at S-8 Pump Station | \$65,000 | |
| | 3 | Excavate Primary/Secondary Canals in Basin 1 | \$150,000 | |
| | 4 | Upgrade B-1 & B-2 Pump Stations | \$80,000 | |
| | 5 | Culvert Replacements in Basin 8 - SW 164th Ave; Landmark Ranch Estates | \$200,000 | |
| | | Total | \$525,000 | |
| 2015/2016 | 1 | Upgrade 2 Pumps to Water Cooled. | \$30,000 | |
| | 2 | Rebuild Gear Heads at S-1 Pump station | \$60,000 | |
| | 3 | Culvert Replacements in Basin 3 - Country Club Ranches | \$125,000 | |
| | 4 | Excavate Primary/Secondary Canals in Basin 8 | \$262,000 | |
| | 5 | Replace Generator at S-1 and S-7 Pump Stations | \$50,000 | |
| | | Total | \$527,000 | |
| 2016/2017 | 1 | Upgrade 1 Pump to Water Cooled. | \$15,000 | |
| | | Install Sluice Gates in Basin 5 (4 Locations) | \$160,000 | |
| | 2 | Excavate Primary/Secondary Canals in Basins 1 and 8 | \$200,000 | |
| | 3 | Install Motor and Telemetry at Inter-Connect for S-9/S-10 & S-4/S-5 Basin (Pines Blvd) | \$60,000 | |
| | | Total | \$435,000 | |
| Grand Total | | | \$2,938,837 | Includes Remaining Payments for 2011/2012 |

NOTE:

CIP DOES NOT INCLUDE FUNDING OBTAINED FROM GRANTS OR OTHER FUNDING SOURCES.

****MEMORANDUM****

DATE: October 18, 2012
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Request to Vacate an Easement in the "I-75 Commerce Park" Plat - United States General Services Administration (GSA) Property

Comments:

South Broward Drainage District (SBDD) received a request to vacate a portion of a 50' Drainage Easement (DE) located within the "I-75 Commerce Park" plat, located west of SW 145th Avenue and south of Pembroke Road in the City of Miramar, FL. The 50' DE was dedicated by separate instrument under OR Book 40679, Page 638. The portion of the easement to be vacated is that portion located on the property that is currently owned by GSA.

The property owner will be dedicating a new 30' DE to replace the vacated 50' DE.

Attached to this memo are the sketch & legal description of the 50' DE area to be vacated, the sketch & legal description for the new 30' DE, and a copy of the original dedication for the 50' DE.

The reason for the request is to reduce the easement width to meet SBDD criteria for a 48" RCP. The previously dedicated 50' DE was in anticipation of a larger drainage pipe being installed.

SBDD staff has no objection to this vacation request.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by the property owner.

The request is for SBDD to vacate and release its interest in the following properties:

Properties described in the attached Exhibit "A" of the Release and Vacation of a Portion of 50' Drainage Easement @ I-75 Commerce Park, said property being a portion of Parcel 'A', "I-75 Commerce Park", according to the Plat thereof as recorded in Plat Book 171, Pages 116 and 117, B.C.R.

KH
Attachments

PORTION OF PARCEL "A"
 1-75 COMMERCE PARK
 871200 SQ FT
 20,000 ACRES
 VACANT

PROPOSED 30' DRAINAGE
 EASEMENT
 ORB 40879, PG 839

PROPOSED 30' DRAINAGE
 EASEMENT
 ORB 40879, PG 839

20' LANDSCAPE AND
 UTILITY EASEMENT

SW 145th AVENUE - 94' RIGHT OF WAY
 PB 171, PG 116

| | | |
|---|--|---|
| <p>ATKINS</p> <p>12000 W. 145th Avenue, Suite 200 Overland Park, KS 66204 Phone: (913) 241-1200 Fax: (913) 241-1201 Email: info@atkins.com</p> | | <p>PROJECT INFORMATION</p> <p>PROJECT NAME: SW 145th Avenue - 94' Right of Way PROJECT NUMBER: 145th Ave - 94' ROW PROJECT LOCATION: Overland Park, KS PROJECT DATE: 10/1/2011</p> |
| <p>CLIENT INFORMATION</p> <p>CLIENT NAME: GSA CLIENT ADDRESS: 12000 W. 145th Avenue, Suite 200 CLIENT PHONE: (913) 241-1200 CLIENT FAX: (913) 241-1201 CLIENT EMAIL: info@atkins.com</p> | | <p>DESIGNER INFORMATION</p> <p>DESIGNER NAME: Atkins DESIGNER ADDRESS: 12000 W. 145th Avenue, Suite 200 DESIGNER PHONE: (913) 241-1200 DESIGNER FAX: (913) 241-1201 DESIGNER EMAIL: info@atkins.com</p> |
| <p>DATE: 10/1/2011</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NUMBER: 145th Ave - 94' ROW</p> <p>PROJECT LOCATION: Overland Park, KS</p> <p>PROJECT DATE: 10/1/2011</p> | | <p>DESIGNER: Atkins</p> <p>CLIENT: GSA</p> <p>PROJECT NAME: SW 145th Avenue - 94' Right of Way</p> <p>PROJECT NUMBER: 145th Ave - 94' ROW</p> <p>PROJECT LOCATION: Overland Park, KS</p> <p>PROJECT DATE: 10/1/2011</p> |

Prepared by
And Return To: South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

Folio No.:

**RELEASE AND VACATION OF A PORTION OF 50'
DRAINAGE EASEMENT @ I-75 COMMERCE PARK**

THIS RELEASE AND VACATION OF A PORTION OF THE 50' DRAINAGE EASEMENT @ I-75 COMMERCE PARK executed this _____ day of _____, 2_____, by SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, first party to UNITED STATES GENERAL SERVICES ADMINISTRATION whose post office address is 77 FORSYTH ST., SUITE G-40, ATLANTA, GA 30303, his successors and assigns as their interest may appear of record, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the 50' DRAINAGE EASEMENT as described below and in the attached "EXHIBIT A":

A portion of a 50' Drainage Easement as recorded in ORB 40679, Page 638 of the Public Records of Broward County, Florida, lying over and across a portion of Parcel "A", I-75 Commerce Park, according to the Plat thereof, as recorded in Plat Book 171, Pages 116 and 117, of the Public Records of Broward County, Florida.

The purpose of this RELEASE AND VACATION OF A PORTION OF THE 50' DRAINAGE EASEMENT is to release and vacate the first party's interest in and to the EASEMENT located on second party's property as described above. No other interest of the first party is being released or vacated by this document.

TO HAVE AND TO HOLD, the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH BROWARD DRAINAGE DISTRICT

Witness Signature

SCOTT HODGES, Chairperson

Witness Printed Name

Attest:

Witness Signature

ROBERT GOGGIN IV, Secretary

Witness Printed Name

(DISTRICT SEAL)

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this _____ of _____, 2_____, by SCOTT HODGES and ROBERT GOGGIN IV as President and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, first party, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2_____.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

**SKETCH TO
ACCOMPANY LEGAL DESCRIPTION
PORTION OF 50' DRAINAGE EASEMENT (TO BE VACATED)**

LEGAL DESCRIPTION:

PORTION OF 50' DRAINAGE EASEMENT TO BE VACATED:

A PORTION OF A 50' DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 40679, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING OVER AND ACROSS A PORTION OF PARCEL 'A', "I-75 COMMERCE PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGES 116 & 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 'A'; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 'A', SOUTH 89°42'20" WEST, 22.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SOUTH LINE SOUTH 89°42'20" WEST, 51.44 FEET; THENCE NORTH 13°17'05" EAST, 427.79 FEET; THENCE NORTH 03°04'15" EAST, 297.30 FEET TO A POINT ON A LINE PARALLEL WITH AND 712.62 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PARCEL 'A'; THENCE NORTH 89°42'20" EAST 50.09 FEET; THENCE SOUTH 03°04'15" WEST 304.71 FEET; THENCE SOUTH 13°17'05" WEST, 420.18 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 36250 SQUARE FEET (0.832) ACRES MORE OR LESS.

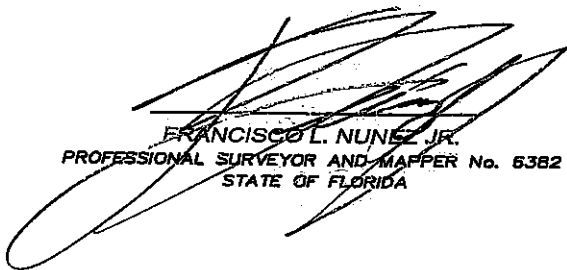
SURVEYOR'S NOTES:

THIS IS NOT A BOUNDARY SURVEY.

THIS IS A SKETCH AND LEGAL DESCRIPTION FOR SOUTH BROWARD DRAINAGE DISTRICT.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID PARCEL 'A', I-75 COMMERCE PARK, PLAT BOOK 171, PAGES 116 & 117 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID BEARING BEING SOUTH 89°42'20" WEST.

I HEREBY CERTIFY, THAT THE ATTACHED SKETCH TO ACCOMPANY LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SAID SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHARTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF FLORIDA STATUTES.
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

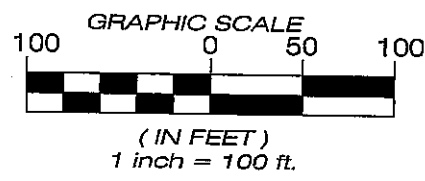
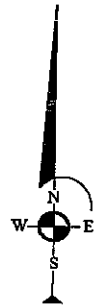
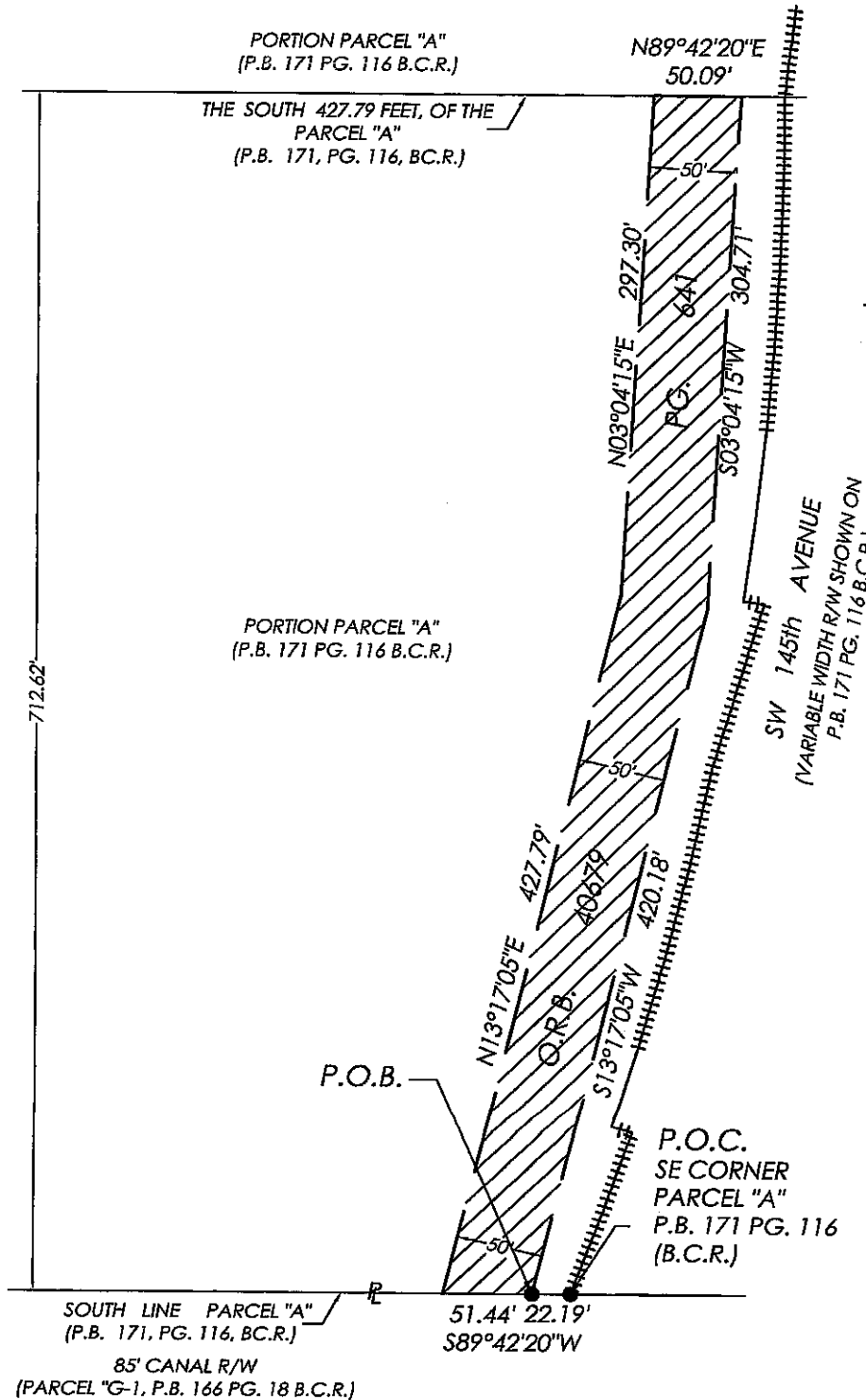

FRANCISCO L. NUNEZ, JR.
PROFESSIONAL SURVEYOR AND MAPPER No. 6382
STATE OF FLORIDA



CH PEREZ & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
9594 NW 41 STREET, SUITE 201
MIAMI, FLORIDA 33178
PHONE (305) 592-1070 LB 7360

| | | |
|---------------------------------------|----------------|-------------|
| TYPE OF PROJECT | | |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| PROJECT NAME | | GSA MIRAMAR |
| DATE | Sept. 19, 2012 | SCALE |
| | | PAGE |
| DRAWN BY | T. Morejon | As Shown |
| | | 1 of 2 |

**SKETCH TO
ACCOMPANY LEGAL DESCRIPTION
PORTION OF 50' DRAINAGE EASEMENT (TO BE VACATED)**



- LEGEND:**
- P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCE
 - N = NORTH
 - S = SOUTH
 - W = WEST
 - E = EAST
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - R/W = RIGHT-OF-WAY
 - R = PROPERTY LINE
 - B.C.R. = BROWARD COUNTY RECORDS
 - O.R.B. = OFFICIAL RECORDS BOOK

CH PEREZ & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
9594 NW 41 STREET, SUITE 201
MIAMI, FLORIDA 33178
PHONE (305) 592-1070 LB 7360

| | | |
|---------------------------------------|----------------|----------|
| TYPE OF PROJECT | | |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| PROJECT NAME | | |
| GSA MIRAMAR | | |
| DATE | Sept. 19, 2012 | SCALE |
| | | As Shown |
| DRAWN BY | T. Morejon | PAGE |
| | | 2 of 2 |

Prepared By and Return To:

Douglas R. Bell, Esquire
Cumberland Building - Suite # 601
800 East Broward Boulevard
Fort Lauderdale, Florida 33301
(954) 524-8526

D1022-05A

Folio No. 1022 05 0010

**DRAINAGE EASEMENT No. 1
(I-75 COMMERCE PARK)**

THIS DRAINAGE EASEMENT No. 1 is granted this 23 day of August, 2005, by ~~ROCKEFELLER CENTER MANAGEMENT CORPORATION~~, a New York Corporation, whose address is 1221 Avenue of the Americas, New York, NY 10020, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, a perpetual and non-exclusive drainage easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibit "A" attached hereto and made a part hereof ("Drainage Easement Area"), together with free ingress and egress across said Drainage Easement Area for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Although the easement granted to the District herein is non-exclusive, should any easements over the same property be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Drainage Easement Area. Such approval by the District shall not be unreasonably withheld or denied.

(3) The rights granted to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.

(4) No improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage Easement Area without the approval of and a permit from the District, which approval shall not be unreasonably withheld or delayed.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage

(Handwritten initials and circled number 4)

facilities constructed within the Drainage Easement Area and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor acknowledges that the Drainage Easement Area will be used for flowage and drainage of stormwater from property located within the District's S-3 Basin.

(7) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage Easement Area, Grantor and Grantors successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written. Signed, sealed and delivered in the presence of:

"Grantor"
ROCKEFELLER CENTER MANAGEMENT CORPORATION, a New York Corporation

Judith M. Hansen
Witness Signature

Judith M. Hansen
Witness Printed Name

DG Co
Witness Signature

Doris Altana
Witness Printed Name

By: Glenn Muleucis
Glenn Muleucis as Vice President

STATE OF New Jersey }
COUNTY OF Morris }s

The foregoing Drainage Easement No. 1 was acknowledged before me this 23 day of August, 2005 by **Glenn Muleucis**, as Vice President of **ROCKEFELLER CENTER MANAGEMENT CORPORATION**, a New York Corporation, as Grantor, who is personally known to me) or (has produced _____ as identification).

Witness my hand and official seal in the county and state last aforesaid this 23 day of August, 2005.
[NOTARY SEAL, STAMP, COMMISSION AND EXPIRATION]

Janet Shillitan
NOTARY PUBLIC:



JANET SHILLITAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 15, 2009

SHEET 1 OF 2

LAND DESCRIPTION

50' DRAINAGE EASEMENT

AN EASEMENT LYING OVER AND ACROSS A PORTION OF PARCEL "A", "75 COMMERCE PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGES 116 & 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A", SOUTH 89°42'20" WEST, 22.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH 89°42'20" WEST, 51.44 FEET; THENCE NORTH 131°7'05" EAST, 427.79 FEET; THENCE NORTH 03°04'15" EAST, 381.11 FEET; THENCE NORTH 00°18'08" WEST, 384.27 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A"; THENCE ALONG SAID LINE, NORTH 89°42'01" EAST, 31.66 FEET; THENCE CONTINUE ALONG SAID LINE, NORTH 00°17'59" WEST, 73.00 FEET; THENCE CONTINUE ALONG SAID LINE, SOUTH 45°26'34" EAST, 25.56 FEET; THENCE SOUTH 00°18'08" EAST, 440.70 FEET; THENCE SOUTH 03°04'15" WEST, 387.05 FEET; THENCE SOUTH 131°7'05" WEST, 420.18 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 60,813 SQUARE FEET (1.398 ACRES) MORE OR LESS.

THIS IS NOT AN OFFICIAL COPY

EXHIBIT "A"

SEE SHEET 2 OF 2 ATTACHED HERETO AND MADE A PART THEREOF.

| DATE | REVISION | BY | CHK |
|------|----------|----|-----|
| | | | |
| | | | |
| | | | |

TECH
 Engineering - Surveying - Planning
 Certificate of Authorization Number LA 2018
 1600 West Oakland Park Boulevard
 Ft. Lauderdale, FL 33311
 Phone (954) 777-3123
 Fax (954) 777-3114

CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF DESCRIPTION, AND THE DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION, RESPONSIBLE CHARGE AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE REQUIREMENTS OF THE HONORABLE, TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61B17-8 FLORIDA ADMINISTRATIVE CODE) AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

DATED THIS 28th DAY OF MARCH, 2018.

CHARLES E. ROSS, P.L.S.
 PROFESSIONAL SURVEYOR, LICENSE NO. 10001
 STATE OF FLORIDA (REGISTRATION NO. 10001)

2800043-019
 JOB No. 05-2850

Prepared by and Return to:

South Broward Drainage District
6591 Southwest 160 Avenue
Southwest Ranches, Florida 33331

Folio No:

**30' DRAINAGE EASEMENT
(U.S. FEDERAL OFFICE BUILDING MIRAMAR)**

THESE DRAINAGE EASEMENTS granted this ____ day of _____, 20____, by the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, whose address is _General Services Administration (GSA), whose address is Regional Commissioner for PBS, Suite 400, 77 Forsyth Street SW, Suite 600, Atlanta, GA 30303, hereinafter referred to as "Grantor" to **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey:

(1) To District, its successors and assigns, perpetual and non-exclusive drainage easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real properties described in Exhibit "A" attached hereto and made a part hereof ("Drainage Easement"), together with free ingress and egress across said Drainage Easement for the purpose of constructing, maintaining and repairing the drainage system and appurtenances contained therein.

(2) Although the easement granted herein is non-exclusive, should any easements over the same property be granted, subsequent to the date of these easements the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Drainage Easements. Such approval by the District shall not be unreasonably withheld or denied.

(3) The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.

(4) No improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage Easement without the approval of and a permit from the District.

(5) Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction and maintenance of all drainage facilities constructed within the Drainage Easement and that District shall have the right but not the obligation to maintain said drainage facilities.

(6) Grantor further acknowledges that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage

**SKETCH TO
ACCOMPANY LEGAL DESCRIPTION
PROPOSED 30' DRAINAGE EASEMENT**

LEGAL DESCRIPTION:

PROPOSED 30' DRAINAGE EASEMENT:

A PORTION OF A 50' DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 40679, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING OVER AND ACROSS A PORTION OF PARCEL 'A', "1-75 COMMERCE PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGES 116 & 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

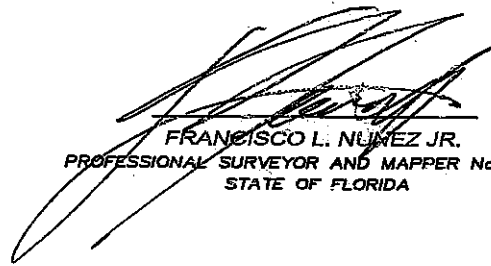
COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 'A'; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 'A', SOUTH 89°42'20" WEST, 32.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SOUTH LINE SOUTH 89°42'20" WEST, 30.87 FEET; THENCE NORTH 13°17'05" EAST, 425.37 FEET; THENCE NORTH 03°04'15" EAST, 298.78 FEET TO A POINT ON A LINE PARALLEL WITH AND 712.62 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PARCEL 'A' ; THENCE NORTH 89°42'20" EAST 30.06 FEET; THENCE SOUTH 03°04'15" WEST 303.23 FEET; THENCE SOUTH 13°17'05" WEST, 421.70 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 21752 SQUARE FEET (0.499) ACRES MORE OR LESS.


SURVEYOR'S NOTES:

THIS IS NOT A BOUNDARY SURVEY.
THIS IS A SKETCH AND LEGAL DESCRIPTION FOR SOUTH BROWARD DRAINAGE DISTRICT.

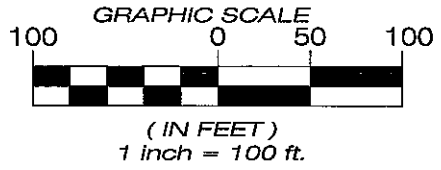
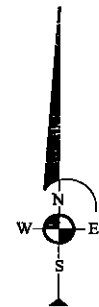
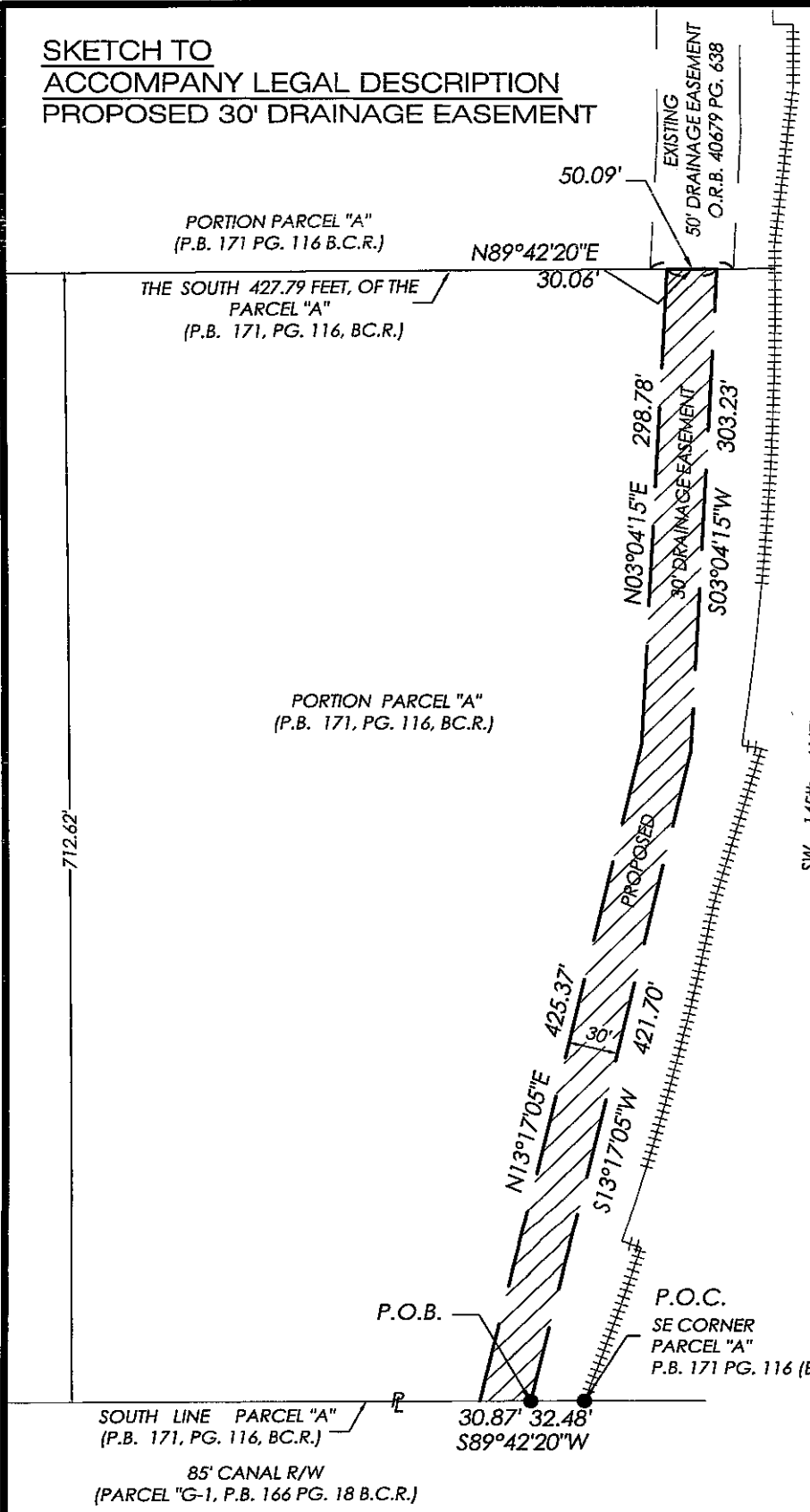
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID PARCEL 'A' , 1-75 COMMERCE PARK , PLAT BOOK 171, PAGES 116 & 117 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA . SAID BEARING BEING SOUTH 89°42'20" WEST.

I HEREBY CERTIFY, THAT THE ATTACHED SKETCH TO ACCOMPANY LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SAID SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHARTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF FLORIDA STATUTES.
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR' SEAL.


FRANCISCO L. NUNEZ JR.
PROFESSIONAL SURVEYOR AND MAPPER No. 6382
STATE OF FLORIDA

| | | | | | | |
|---|--|--|------------------------|---|----------------|--|
|  | CH PEREZ & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 9594 NW 41 STREET, SUITE 201 MIAMI, FLORIDA 33178 PHONE (305) 592-1070 LB 7360 | | | TYPE OF PROJECT SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| | | | | PROJECT NAME GSA MIRAMAR | | |
| | DATE Sept. 19, 2012 | | SCALE As Shown | | PAGE 1 of 2 | |
| | | | DRAWN BY T. Morejon | | | |

**SKETCH TO
ACCOMPANY LEGAL DESCRIPTION
PROPOSED 30' DRAINAGE EASEMENT**



(VARIABLE WIDTH R/W SHOWN ON
P.B. 171 PG. 116 B.C.R.)

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- N = NORTH
- S = SOUTH
- W = WEST
- E = EAST
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- R = PROPERTY LINE
- B.C.R. = BROWARD COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK



CH PEREZ & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
9594 NW 41 STREET, SUITE 201
MIAMI, FLORIDA 33178
PHONE (305) 592-1070 LB 7360

| | | |
|---|-------------------|----------------|
| TYPE OF PROJECT SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| PROJECT NAME GSA MIRAMAR | | |
| DATE Sept. 19, 2012 | SCALE As Shown | PAGE 2 of 2 |
| DRAWN BY T. Morejon | | |